

## **AGREEMENT BETWEEN KING COUNTY AND SHARE/WHEEL**

This Agreement is entered into May 5, 2004, by and between SHARE/WHEEL and King County (the "County"), collectively known as the "Parties."

### **I. The Parties**

- A. SHARE is a non-profit Washington corporation that advocates for and provides services for homeless persons. WHEEL is part of SHARE.
- B. King County is a home rule charter county, and is a member of the Committee to End Homelessness in King County.

### **II. Recitals**

- A. King County recognizes that homelessness in its current form has been increasing for the past 25 years. The economic recession and significant reductions in federal dollars for housing and reductions in services for mental health, physical health and chemical dependency treatment are reasons for increasing homelessness in our community.
- B. Homeless advocates estimate that up to 8000 people are homeless each night in King County.
- C. To partly address the lack of emergency shelters and transitional housing, SHARE/WHEEL has established a temporary emergency tent encampment as a homeless-persons' shelter in Seattle. The SHARE/WHEEL organization is interested in establishing a second temporary emergency tent encampment on King County property.

### **III. Terms of Agreement**

- A. The County hereby agrees that SHARE/WHEEL may establish an emergency tent encampment on a designated County-owned site approved by the King County Executive under the terms and conditions of this Agreement and any accompanying and/or special use permits issued by King County.
- B. SHARE/WHEEL agrees as a specific condition of this Agreement, to cooperate with King County and not set up or participate in setting up an encampment of any kind, whether emergency, temporary or permanent, on or around a King County park. A breach of this condition shall result in immediate termination of this Agreement.
- C. The conditions of an emergency encampment established under this Agreement are as follows:
  - 1. Duration of Agreement with the County. SHARE/WHEEL may establish an emergency encampment for no more than 90 days at a County-approved site.
  - 2. Contacts. SHARE/WHEEL shall identify to King County, two contact persons on-site and one SHARE/WHEEL staff person and provide daytime and nighttime

contact details for all such persons. The initial contacts are identified in Paragraph III.17. of this Agreement. These names shall be updated on change.

3. Notice to the Community.

a. SHARE/WHEEL shall set a community meeting at least three business days but no more than fourteen days before the emergency encampment begins at the designated site. SHARE/WHEEL shall deliver or mail notice of the meeting to each residence, apartment, church, school and business or commercial establishment within a 300 foot or two block radius of the perimeter of the King County property whichever is greater. The notice shall indicate the date the emergency encampment is to begin, the length of stay, the number of residents, the location, and the date, time and location of the community meeting. The notice shall also provide contact names and numbers for representatives of SHARE/WHEEL. A copy of this letter shall be sent to the County contact.

b. Community Meeting. SHARE/WHEEL shall hold a community meeting on the emergency encampment site if reasonable facilities exist, or otherwise at a location within a reasonable distance of the site. SHARE/WHEEL shall explain the proposed emergency encampment at the meeting and state its proposed duration. Questions and answers will be allowed. King County may attend the meetings.

4. Maximum Numbers. No more than 100 registered residents may reside at the emergency encampment.

5. County Owned Land Approved by County. SHARE/WHEEL may establish or maintain only one emergency encampment at any time on King County-owned and approved property. As described in Paragraph III.A, no encampment may be located within a King County park.

6. Minors. SHARE/WHEEL will not register children under 18 to stay overnight at an emergency tent encampment. If a child under the age of eighteen (18), either alone or accompanied by a parent or guardian, attempts to stay at an emergency tent encampment, SHARE/WHEEL will immediately contact Child Protective Services, and endeavor to find alternative shelter for the child and any accompanying parent(s) or guardian(s).

7. Landscape Buffers. The tent encampment site shall be set back a minimum of 20 feet in each direction from the boundary of the King County site. To the extent possible, the encampment shall use established or potted trees or other vegetation to provide a visual screen from businesses, residences, schools, other buildings and roads. If vegetation is insufficient, an eight-foot high, privacy fabric fence shall be established.

8. Parking. SHARE/WHEEL shall make every effort to respect established parking and shall make every effort to work collaboratively with established businesses, churches, and residents to avoid negative transportation impacts. This includes but is not limited to location of emergency encampment residents' vehicles, and times and locations of delivery trucks and service vehicles.

9. Health Regulations. SHARE/WHEEL shall permit inspections of its encampments by the Seattle and King County Public Health Department without prior notice. SHARE/WHEEL has previously complied with directives of the Seattle and King County Public Health Department and shall implement all future directives within the time period specified by the Department. SHARE/WHEEL shall keep a daily register of the names of tent city residents and retain that list for at least six months.
10. Fire Safety Regulations. SHARE/WHEEL shall permit inspections of its encampments by fire departments with jurisdiction into the emergency encampment without prior notice. SHARE/WHEEL has previously complied with directives of the Seattle Fire Department and shall implement all future directives of fire departments within 48 hours of notice.
11. County Inspections. SHARE/WHEEL shall permit inspections of its emergency encampments by County staff at reasonable times without prior notice for compliance with the terms of this Agreement.
12. Code of Conduct.
  - a. SHARE/WHEEL shall implement and enforce at all times at the site its Code of Conduct as part of this Agreement. SHARE/WHEEL shall require a trash patrol every other day in the host neighborhood. The Code of Conduct requires that all residents abide by the following:
    1. No drugs are permitted in the encampment.
    2. No alcohol is permitted in the encampment.
    3. No weapons are permitted in the encampment.
    4. All knives over three and one-half (3-1/2) inches must be turned into SHARE/WHEEL for safekeeping.
    5. No violence is permitted.
    6. No open flames are permitted.
    7. No trespassing into private property in the host neighborhood is permitted.
    8. No loitering in the host neighborhood is permitted.
    9. Disturbing neighbors is not permitted.
    10. No verbal abuse, intimidating remarks, yelling or degrading remarks against member(s) of the host or the host neighborhood is permitted.
    11. No verbal abuse, intimidating remarks, yelling or degrading remarks between member(s) of SHARE/WHEEL is permitted.
    12. No littering on the emergency encampment site or in the host neighborhood is permitted.

13. Enforcement of the Code of Conduct. For the protection of the SHARE/WHEEL community, King County and the neighborhood, SHARE/WHEEL shall diligently enforce its Code of Conduct. SHARE/WHEEL shall take the following enforcement actions:
- a. Upon notice by King County to SHARE/WHEEL, or if SHARE/WHEEL learns of a potential violation of provisions 1-7 of the Code of Conduct as set forth above, SHARE/WHEEL shall investigate and, if sustained, require the responsible resident(s) to leave immediately. If the complaint of violation was made by King County, or a community member, SHARE/WHEEL shall inform King County, and the host neighborhood member(s) of the results of its investigation and any action taken.
  - b. Upon notice by King County to SHARE/WHEEL, or if SHARE/WHEEL learns of a potential violation of provisions 8-12 of the Code of Conduct as set forth above, SHARE/WHEEL shall investigate and, if sustained, notify the responsible resident(s) of the violation and issue them a warning. That warning will notify the responsible resident(s) that they are on probation and that a repeated violation of the Code of Conduct during the period that the emergency encampment remains at the host site will cause SHARE/WHEEL to require them to immediately leave the emergency encampment. SHARE/WHEEL shall inform King County, and the host neighborhood member(s) of the results of its investigation and any action taken.
  - c. If SHARE/WHEEL fails to expel residents who violate the Code of Conduct as required in paragraphs 13.a. and 13.b. above, SHARE/WHEEL shall be subject to the Dispute Resolution and Sanctions provision of this Agreement as set forth in paragraph 16. below. If King County learns of uncontrolled violence or acts of undisciplined violence by residents of the tent encampment that SHARE/WHEEL cannot address, this Agreement may be immediately terminated.
14. Duration of Stay. SHARE/WHEEL shall remain at the designated site no longer than 90 days.
15. Indemnification and Hold Harmless. The Parties agree King County is not responsible for the actions, in actions or omissions of SHARE/WHEEL or of any resident of the emergency tent encampment. All residents shall sign a registration statement acknowledging the residents' willingness to comply with the Code of Conduct, and agreeing not to bring a claim or action against the County for injuries or occurrences happening within or around the emergency encampment, irrespective of fault or negligence.
16. Dispute Resolution and Sanctions.
- a. If King County believes this Agreement has been breached, the party representatives shall meet within two days and make every reasonable attempt to resolve the dispute. If resolution cannot be promptly reached, King County reserves the right to terminate this Agreement.
  - b. Notwithstanding the foregoing, if the alleged breach presents an imminent threat to the public health or safety, King County, after written notice to SHARE/WHEEL, may immediately terminate this Agreement.

17. Appointment of contact persons. SHARE/WHEEL shall designate the following staff person for service of all notices provided for in this Agreement.

Scott Morrow (SHARE Staff)  
PO Box 2548  
Seattle, WA 98111  
206-448-7889

The contact for King County is:

Jackie MacLean, Director  
Department of Community and Human Services  
821 Second Avenue, Suite 600,  
Seattle, WA 98104  
206-296-7689

Both parties are under a continuing obligation to update the designation of their respective contact persons in writing as necessary.

18. Construction. This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, and not for or against either party.
19. Integration of Agreement Terms. This Agreement is a full and complete integration of the parties' agreement, and there are no promises, covenants, or representations concerning the subject of this Agreement not contained herein.
20. Waiver. The failure to enforce any provision of this Agreement shall not be considered or construed to be a waiver of any other rights or responsibilities under this Agreement.

KING COUNTY

SHARE/WHEEL

  
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Ron Sims, King County Executive

5/5/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Leo Rhodes, SHARE Boardmember

5/5/04  
\_\_\_\_\_  
Date